

# 1704 CHANNEL ROAD

BOA Case # C15-2019-00.43

July 8, 2019

Item I-8





**RESTRICTIVE COVENANT REGARDING UNIFIED DEVELOPMENT**

This Restrictive Covenant regarding Unified Development for 1704 and 1706 Channel Road, Austin, Texas 78746, (the "Restrictive Covenant"), is executed this 18<sup>th</sup> day of February, 2019, by John and Amy Porter ("Declarant") and is as follows:

**RECITALS**

**A. The Property.**

1. Declarant is the owner of land, more particularly described as 0.65 acre of land out of the Thomas Gray Survey No. 2, recorded in Volume 10397, Page 856 of the Travis County Real Property Records, and more particularly described as by metes and bounds on Exhibit "A" attached hereto and made a part hereof ("Tract One"), and which received legal lot status in City of Austin Case No. C8I-2017-0030, attached and incorporated herein as "A-1".
2. Declarant is the owner of land, more particular described as 0.346 acre tract of land situated within the Thomas B. Gray Survey Number 2, Abstract Number 329, Travis County, Texas and recorded in Document Number 2010168557 of the Official Public Records of Travis County, Texas and more particularly described as by metes and bounds on Exhibit "B" attached hereto and made a part hereof ("Tract Two"), and which received legal lot status in City of Austin Case No. C8I-2010-0255, attached and incorporated herein as "B-1".
3. Tract One and Tract Two are herein referenced collectively as the "Property."

**B. Definitions:**

1. Owners. The term "Owner" and "Owners" include Declarant and all subsequent owners of the fee interest or any other interest in the Property, and their heirs, executors, administrators, successors, and assigns.
2. Parking. In this Restrictive Covenant, "Reciprocal Parking" is defined as parking within Building Permit No. PR # 2018-214997, serving both Tract One and Tract Two.

**C. Restrictive Covenants. Declarant has agreed to impose covenants, restrictions, and conditions upon the Property for the benefit of the Property and Owners.**

NOW, THEREFORE, it is now declared that the Property be subject to the following covenants, conditions and restrictions which shall run with the land, and will be binding upon all parties having right, title, or interest in the Property or any part of the Property, their heirs, executors, successors, administrators, and assigns and shall inure to the benefit of each Owner. Each contract, deed or conveyance of any kind conveying all or a portion of such Property shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract, deed or conveyance.

**SPECIFIC AGREEMENTS AND RESTRICTIONS:**

1. Recitals Incorporated. The above Recitals and all defined terms are incorporated into this Restrictive Covenant for all purposes.
2. Unified Development. For purposes of site plan review, modification, or approval by the City of Austin a home-rule municipal corporation located in Travis, Hays, and Williamson Counties, State of Texas (the "City"), the Property shall be constructed as a unified development/single site ("Unified Development"). Any proposed modifications to the Property or any portion of the Property shall be construed as a modification of the Unified Development, in accordance with the provisions of the Land Development Code of the City of Austin. This section includes, but is not limited to, the extent of impervious coverage, parking, landscaping, and use restrictions applicable to the Unified Development Property. As of the Effective Date, the Property is a single site in perpetuity, and, is not and will not be subject to subdividing by Owner under any circumstances.
3. Breach Shall Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of these Restrictive Covenants shall entitle the Owners to cancel, rescind or otherwise terminate these Restrictive Covenants but this limitation will not restrict or bar any other rights or remedies which the Owners may have under this Restrictive Covenant by reason of any breach or violation of this Restrictive Covenant.
4. Excusable Delays. Whenever performance is required of the Owners, the Owners shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform within a reasonable time. However, if completion of performance is delayed at any time by reasons of force majeure, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Owner (financial inability, imprudent management or negligence excepted), then the time for performance will be extended by the amount of delay actually so caused. Excusable Delay will not include delays that may be cured by payment of money by an Owner.

§ 25-2-551 - LAKE AUSTIN (LA) DISTRICT REGULATIONS.

(A) In this section:

- (1) SHORELINE means the 492.8 topographic contour line along the shores of Lake Austin.
- (2) SHORELINE SETBACK means a line parallel to the shoreline and at a distance from the shoreline that is prescribed in this section.
- (3) SHORELINE SETBACK AREA means an area between the shoreline and the shoreline setback.

(B) This subsection specifies shoreline setbacks in a Lake Austin (LA) district.

(1) The shoreline setback is:

- (a) 75 feet; or
- (b) 25 feet, if:
  - (i) the lot is located in a subdivision plat recorded before April 22, 1982, or is a legal tract exempt from the requirement to plat; and
  - (ii) the distance between the shoreline and the front lot line, or the property line of a legal tract, is 200 feet or less.

(2) A shoreline setback area is excluded from impervious cover calculations.

(3) No structures are allowed in a shoreline setback area, except that:

- (a) a bulkhead, retaining wall, dock, non-mechanized pedestrian access facility, or marina may be constructed and maintained in accordance with applicable regulations of this title; and
- (b) an on-site sewage facility may be constructed and maintained in accordance with the applicable regulations of Chapter 15-5 (Private Sewage Facilities).

(C) This subsection specifies lot width and impervious cover restrictions in a Lake Austin (LA) district.

(1) If a lot fronts on a cul-de-sac and is included in a subdivision plat recorded after April 22, 1982 or is exempt from the requirement to plat it must have:

- (a) a chord width of not less than 33 feet at the front lot line;
- (b) a width of not less than 60 feet at the front yard setback line; and
- (c) a width of not less than 100 feet at all points 100 feet or more behind the front lot line.

(2) For a lot included in a subdivision plat recorded after April 22, 1982, impervious cover may not exceed:

- (a) 20 percent, on a slope with a gradient of 25 percent or less;
- (b) 10 percent, on a slope with a gradient of more than 25 percent and not more than 35 percent; or
- (c) if impervious cover is transferred under Subsection (D), 30 percent.

(3) For a lot included in a subdivision plat recorded before April 22, 1982, or a tract that is not required to be platted, impervious cover may not exceed:

- (a) 35 percent, on a slope with a gradient of 15 percent or less;
- (b) 10 percent, on a slope with a gradient of more than 15 percent and not more than 35 percent;
- (c) 5 percent, on a slope with a gradient of more than 25 percent and not more than 35 percent; or
- (d) 40 percent, if impervious cover is transferred under Subsection (D).

(D) This subsection authorizes the transfer of impervious cover in a Lake Austin (LA) district.

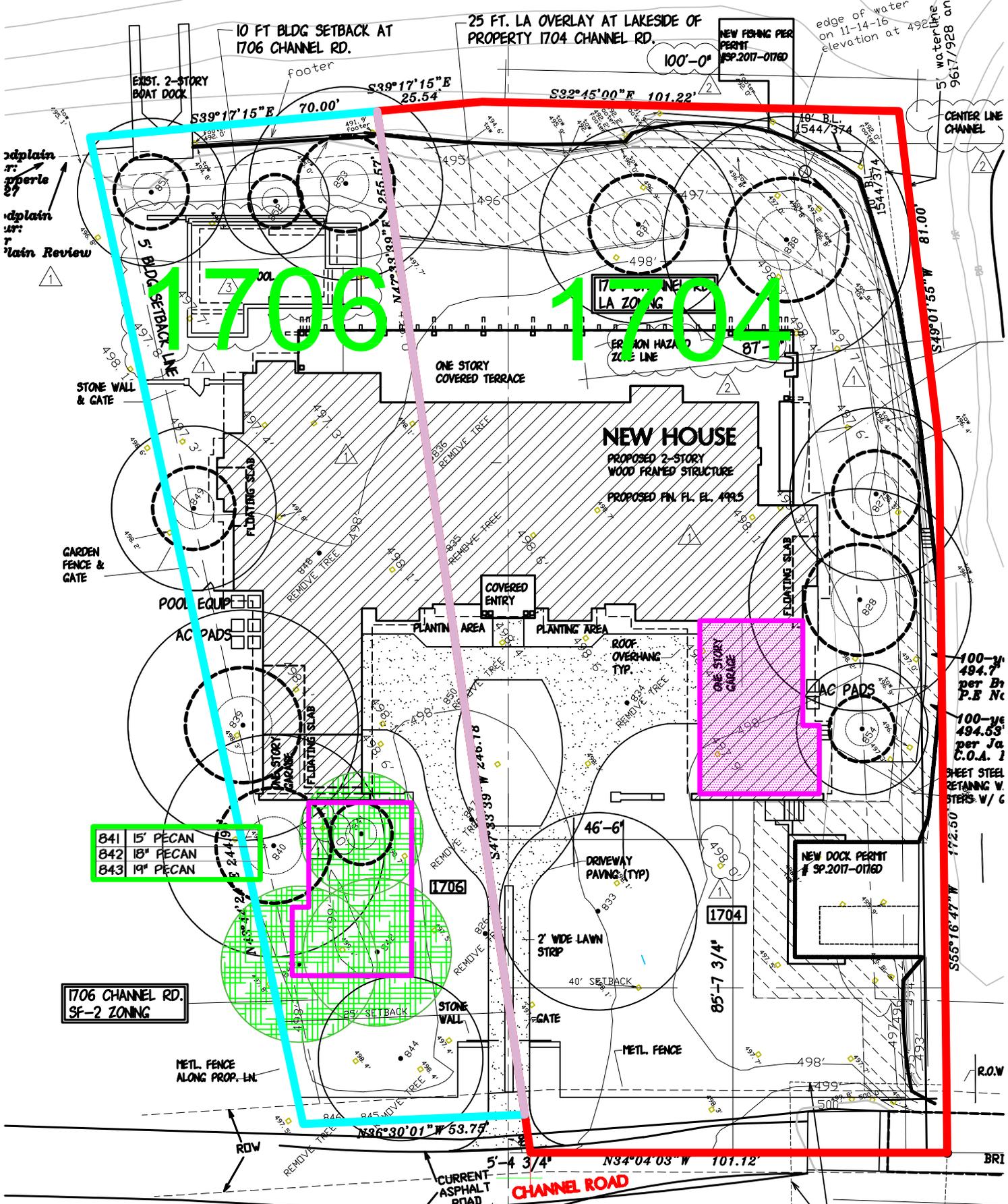
## 1704/1706 Channel Road Impervious Cover Calculations

Allowable Impervious Cover Calculations	1704 Channel	1706 Channel	UDA Composite
Zoning	LA	SF-2	
<b>Gross</b> Size in sq.ft.	29,700.58	15,105.22	
Less: Shoreline Setback in sq. ft. per LDC 25-2-551 (B )(2)	5,671.00	-	
<b>Net</b> Area in sq. ft.	24,029.58	15,105.22	39,134.80
Allowable Impervious Cover in Percentage	35%	45%	
<b>Allowable Impervious Cover</b> Area in sq. ft.	8,410.35	6,797.35	15,207.70
Proposed Impervious Cover in sq. ft.	1704 Channel	1706 Channel	UDA Composite
Building Coverage	7,420.57	4,224.90	11,645.47
Sidewalks and Flatwork	70.50	36.00	106.50
Driveways, Uncover Patios	1,695.00	1,019.00	2,714.00
Uncovered Wood Deck			-
Walls, Pool Coping, etc	33.38	168.41	201.79
Other			-
<b>Total Proposed Impervious Cover</b>	9,219.45	5,448.31	14,667.76
Allowable Impervious Cover Area in sq. ft.	8,410.35	6,797.35	15,207.70
Percent Impervious Cover - <b>Net</b> Area	38.37%	36.07%	37.48%
Under or (Over) Impervious Cover sq.ft.	(809.10)	1,349.04	539.94



# LAKE AUSTIN

5' waterline easement per 9617/928 and Doc. 2014120344



- |     |           |     |
|-----|-----------|-----|
| 841 | 15" PECAN | 15' |
| 842 | 18" PECAN | 24' |
| 843 | 19" PECAN | 24' |

100-yr 494.7' per Br P.E. No  
 100-yr 494.53' per Ja C.O.A. 1  
 SHEET STEEL RETAINING WALL STEPS W/ C